


Releasable

Date: 10/23/09, 11/20/09

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EXCESS LIABILITY POLICY			
HEC—9 00 68 35 (COVER NOTE SD1089)			
<b>THE HOME INSURANCE COMPANY</b> STOCK COMPANY ————— Manchester, New Hampshire			
ITEM 1. Insured's Name and Mailing Address Monsanto Company 800 North Lindbergh Blvd. St. Louis, Missouri 63166		BOSTON OFFICE, MASSACHUSETTS Thomas E. Sears, Inc. 31 St. James Avenue Boston, MA 02116	
Time Years	25513 Producer No.	041 OPC	State Loc.
4-13-76 Inception (Mo. Day Yr.)	4-1-77 Expiration (Mo. Day Yr.)	12:01 A.M. Standard Time at the address of the Named Insured as stated herein	
ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE			
\$98,000,000.00 Umbrella Liability excess of various Primary Insurances as provided on file with Company.			
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>THOMAS E. SEARS · INC.</b>  <b>INSURANCE</b>            PARK SQUARE BUILDING            31 ST. JAMES AVENUE            BOSTON, MASS. 02116         </div>			
ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY			
\$9,000,000.00 P/O \$25,000,000.00 Bodily Injury and/or Property Damage each occurrence and in the aggregate where applicable following the terms, conditions and exclusions of the Underwriters at Lloyds of London Policy No. SD9031 (L)/UGL0285, and excess of the limits set forth in Item 2 above.			
ITEM 4. PREMIUM			
\$4,352.00			
In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.			
<i>Joseph F. Quinn</i> Secretary		<i>R. H. Tuller, Jr.</i> President	
COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)		DATE	
		10-25-76 da	
H97381F13 74			

MONS 153973

GU 8679a  
(Ed. 10-59)

## Endorsement #2

A&amp;G 441a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)This endorsement, effective **4-13-76**  
(12 01 A. M., standard time)forms a part of policy No. **HEC9006835**issued to **Monsanto Company**by **The Home Insurance Co.**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

## IV As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
- (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

H50180D

Authorized Representative

MONS 153974

**NON-PREMIUM ENDORSEMENT**

Endorsement No. 1

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company	
POLICY NUMBER <b>HEC 9006835</b>	NAMED INSURED <b>Monsanto Company</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-13-76</b>	DATE PREPARED <b>10-25-76 ds</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>	PRODUCER NO. —GRC <b>25513-041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that the coverage afforded by this policy shall not apply to any claim or claims arising out of the following:

**Excess Fidelity Insurance**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

M 22300 (FBI) 7/73

MONS 153975

## EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows.

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy

### DEFINITIONS

- 1 **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
- 2 **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

### CONDITIONS

- 1 **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.  
  
This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- 2 **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.  
  
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
- 3 **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- 4 **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- 5 **TERMINATION.** The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

*In Witness Whereof*, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company.

MONS 153976

H20493(F) (TEXT) 11.72



This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153965

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/66

N.M.A. 1256

MONS 153966

THOMAS E. SEARS, INC.

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**  
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.*

*In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*

*Printed at Lloyd's, London, England.*

13/2/84  
N.M.A. 1477

**MONS 153967**



THOMAS E. SEARS INC.

**SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

11/1/70.

N.M.A. 1694.

**MONS 153968**

THOMAS E. SEARS INC.

**INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, neutralizing or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1683.

**MONS 153969**

## ENDORSEMENT

Endorsement No. 3

April 13, 1976

INSURED: MONSANTO COMPANY, ET AL

It is understood and agreed that 36 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY

PROPORTION

Home Insurance Company

36%  
(Being \$9,000,000 Hereon)

Attached to and forming part of

SD1049/

of the

HOME INSURANCE COMPANY  
THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.  
31 ST. JAMES AVENUE  
BOSTON, MASS. 02116

BY:

MONS 153970

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. **2**

**April 13, 1976**

**It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.**

All other policy conditions remain unchanged.

Attached to and forming part of SD1049/ of the

HOME INSURANCE COMPANY

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.  
31 ST. JAMES AVENUE  
BOSTON, MASS. 02116

**MONS 153971**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. **1**

**April 13, 1976**

**NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0288 of Underwriters at Lloyd's of London.**

All other policy conditions remain unchanged.

Attached to and forming part of **SD 1049/** of the


**HCME INSURANCE COMPANY**

**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, INC.  
31 ST. JAMES AVENUE  
BOSTON, MASS. 02116**

**MONS 153972**

EXCESS LIABILITY POLICY			
HEC 9 30 48 37	(SD 2146)		
<b>The HOME Insurance Company</b> <small>STOCK COMPANY</small> <i>New York, N.Y.</i>			
<b>ITEM 1. Insured's Name and Mailing Address</b> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Monsanto Company  800 North Lindbergh Blvd.  St. Louis, Missouri 63166 </div>		<div style="background-color: black; width: 200px; height: 80px; margin: 0 auto;"></div>	
<u>3</u> Years	<u>25513</u> Producer No.	<u>061</u> OPC	State Loc. <u>hs</u>
<u>10/1/68</u> Inception (Mo. Day Yr.)	<u>10/1/71</u> Expiration (Mo. Day Yr.)		
<b>12:01 AM</b> Standard Time at the address of the Named Insured as stated herein			
<b>ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE</b>			
<p><b>\$35,000,000.00 Umbrella Liability following the terms and conditions of Lloyd's Underwriters and various English Companies Certificate Numbers (to be furnished) excess of Primary or Self-Insured Retention.</b></p>			
<b>ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY</b>			
<p><b>\$3,000,000.00 or 23% part of \$13,000,000.00 or 100% excess of limits and coverage indicated in Item #2.</b></p>			
<b>ITEM 4. PREMIUM</b>			
<p><b>\$6,000.00 Minimum and Deposit Premium</b>  <b>\$3,000.00 Minimum Earned Premium</b></p>			
<p>In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.</p>			
<i>Hunter J. Tinsley</i> Secretary		<i>K. Reach</i> President	
COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)		DATE <u>1/27/69</u>	
<b>THOMAS E. SEARS, Inc.</b>		<i>Complete copy</i> <i>C. B. Hall</i> <i>Inc. E. 201 041</i>	
<small>HD735(F) REV. 3-66 PRINTED IN USA</small>		<i>by [Signature]</i>	

MONS 152418

**EXCESS LIABILITY POLICY**  
**THE HOME INSURANCE COMPANY**  
 New York, New York

(Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy

**DEFINITIONS**

1. **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
2. **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

**CONDITIONS**

1. **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.  
  
This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
2. **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.  
  
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
3. **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
4. **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
5. **TERMINATION.** The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

*In Witness Whereof*, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company

MONS 152419

M204931F. (TEXT)



## PREMIUM ENDORSEMENT

Endorsement No. 5

ISSUED BY

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 48 37

NAMED INSURED

MONSANTO COMPANY

EFFECTIVE DATE

10/1/68

POLICY EXPIRATION

10/1/71

EFFECTIVE DATE AND TIME OF ENDORSEMENT

See Below

DATE PREPARED

4/15/71

PRODUCER

THOMAS E. SEARS

PRODUCER NO. - OPC

25513 - 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

This endorsement cancels and supersedes Endorsement #5

Effective 3/22/69 - In consideration of the premium charged it is agreed and understood that such coverage as is afforded by this policy does not apply to the following:

FISHER CONTROLS COMPANY, INC.

Effective 1/18/70 - In consideration of the premium charged it is agreed and understood that such coverage as is afforded by this policy does apply to the following:

FISHER CONTROLS COMPANY, INC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>A. H. Christian</i>	ADDITIONAL PREMIUM \$ 65.42	RETURN PREMIUM \$
DATE SIGNED	END DATE OF	END DATE OF SHORT RATE OF
	\$	\$

Complete only if Policy is written on installment plan:						
DATES PREMIUM DUE	END. EFF. DATE		ANNIVERSARY DATE		ANNIVERSARY DATE	
	Month	Yr.	Month	Yr.	Month	Yr.
<input type="checkbox"/> ADD'L PREMIUM						
<input type="checkbox"/> RETURN PREMIUM						
REVISED INSTALLMENTS						
						*TOTAL

\*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

H21726 P 11/68

MONS 152420



TO: DIRECTOR, FBI, WASHINGTON, D.C.  
FROM: SAC, NEW YORK (100-100000)  
SUBJECT: [REDACTED]

RE: [REDACTED]

ON 5/10/71, [REDACTED] ADVISED THAT [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

FOR [REDACTED] [REDACTED] [REDACTED]

**RECEIVED**  
MAY 19 1971

**INSURANCE SECTION**

**RECEIVED**  
MAY 24 1971

**INSURANCE SECTION**

MONS 152421

## MONSANTO COMPANY

## ENDORSEMENT

Endorsement No. 5

September 4, 1970

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes coverage as provided by the following underlying insurances:

<u>Type of Insurance</u>	<u>Carrier</u>	<u>Underlying Limits of Liability</u>
18. <u>Bumbershoot Liability</u>		
Bodily Injury and Property Damage	English Un- derwriters & Home Ins. Co. & I.C.N.A.	\$26,000,000 any one occurrence and in the aggregate as respects Products, Completed Operations, & Occupational Disease.

WHICH IN TURN IS IN EXCESS OF

19. Protection & Indemnity  
"S.S. Edgar M. Queeny"

American Steamship Owners Mu- tual P&I Assn.	\$ 5,000,000 any one occurrence
---	---------------------------------

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2146 of the

THE HOME INSURANCE COMPANY

THOMAS E. SEARS, INC.  
 31 ST. JAMES AVENUE  
 BOSTON, MASS.

THOMAS E. SEARS, INC.

BY: *[Signature]*

MONS 152422



## PREMIUM ENDORSEMENT

Endorsement No. 5

ISSUED BY

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 48 37

NAMED INSURED

Monsanto Company

POLICY INCEPTION

10-1-68

POLICY EXPIRATION

10-1-71

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1-18-70

DATE PREPARED

6-8-70

PRODUCER

Thomas E. Sears, Inc.

PRODUCER NO. - OPC

25513-041

dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium, charged it is hereby agreed that effective January 18, 1970 this insurance does apply to the following:

Fisher Controls Company, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE		ADDITIONAL PREMIUM \$ 65.42		RETURN PREMIUM \$	
DATE SIGNED		PRG RATE OF		PRG RATE OR SHORT RATE OF	
		\$		\$	
Complete only if Policy is written on installment plan:					
DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
<input type="checkbox"/> ADD'L PREMIUM					
<input type="checkbox"/> RETURN PREMIUM					
REVISED INSTALLMENTS					

H21788 P 11 68

MONS 152423



## NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by -

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER <b>HEC 9 30 48 37</b>	NAMED INSURED <b>Monsanto Company</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4/3/69</b>	DATE PREPARED <b>4/17/69</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>	PRODUCER NO. - OPC <b>25513-041 ag</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that such coverage as is afforded by this policy shall not apply to the following:

Fidelity

THOMAS E. SEARS, Inc.

BY *Thomas E. Sears*  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22301 F 5/68

MONS 152424



## NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 48 37

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

4/3/69

DATE PREPARED

4/17/69

PRODUCER

Thomas E. Sears, Inc.

PRODUCER NO. -OPC

25513-041 ag

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed and understood that the premium as  
stated in Item #4, is amended to read as follows:

\$6,000.00 Flat Charge

THOMAS E. SEARS, Inc.

BY B. Skidder

SIGNATURE OF AUTHORIZED REPRESENTATIVE

MONS 152425



## NON-PREMIUM ENDORSEMENT

Endorsement No. 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 48 37

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

4/3/69

DATE PREPARED

4/17/69

PRODUCER

Thomas E. Sears, Inc.

PRODUCER NO. -GPC

25513-041

ag

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed and understood that the Excess Coverage afforded by this policy is amended to read as follows:

\$3,000,000.00 or 23.0769% Part of  
\$13,000,000.00 or 100% Excess of  
Limits and Coverage indicated in item #2.

THOMAS E. SEARS, Inc.

BY

*B. Hadden*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

MONS 152426

MONSANTO COMPANY, ETAL  
ENDORSEMENT

No. 1  
October 1, 1968

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the First Layer Umbrella Cover Note No. SD2141 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2146 of the

THE HOME INSURANCE COMPANY  
THOMAS E. SEARS, INC.  
BY *W. E. Hadden*

THOMAS E. SEARS, INCORPORATED  
31 ST. JAMES AVENUE  
BOSTON, MASS.

MONS 152427

Endorsement #1

GU 8679  
(Ed 10-59)

A&G 661a  
**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
 (BROAD FORM)

This endorsement, effective **10/1/68**, forms a part of policy No. **HEC 9 30 48 37**  
 (12 01 A. M., standard time)

issued to **Monsanto Company**  
 by **The Home Insurance Company**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

**THOMAS E. SEARS, Inc.**

BY B. H. H. H.  
 Authorized Representative

MONS 152428





## EXCESS LIABILITY POLICY

HEC — 9 32 93 56

## THE HOME INSURANCE COMPANY

— Manchester, New Hampshire —

STOCK COMPANY



BOSTON OFFICE MASSACHUSETTS

## ITEM 1. Insured's Name and Mailing Address

Producer

Monsanto Company  
800 North Lindbergh Street  
St. Louis, Missouri 63166

Thomas E. Sears, Inc.  
200 Clarendon Street  
Boston, Mass.

One  
Years

25513  
Producer No.

041  
OPC

Mass.  
State Loc

4-1-80  
Inception (Mo. Day Yr.)  
12:01 A.M.

4-1-81  
Expiration (Mo. Day Yr.)

Standard Time at the address of the Named Insured as stated herein

## ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE

\$140,000,000.00 Umbrella Liability provided by various insurance companies following the same terms, conditions and exclusions of the Various London Companies lead Umbrella Policy Cover Note No. SD3025(C)/UKLO644 which is excess of various primary insurances as provided on file with Company.

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

\$2,000,000.00 P/O \$40,000,000.00 Personal Injury and/or Property Damage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Various London Companies Cover Note No. SD3025(C)/UKLO644 and excess of the limits set forth in Item 2. above.

## ITEM 4. PREMIUM

\$2,000.00 Flat Charge

In Witness Whereof, the said THE HOME INSURANCE COMPANY, has caused these Presents to be signed by its President and attested by its Secretary at its Executive Office located in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

*Joseph F. Quinn* Secretary

*R. H. Tuller, Jr.* President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE  
mbs 4-10-80

H9736(F)3/74

MONS 156894

## EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company.)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

### DEFINITIONS

- 1 **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
- 2 **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment; investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

### CONDITIONS

- 1 **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.  
This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- 2 **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.  
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
- 3 **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, hereby to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- 4 **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- 5 **TERMINATION.** The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company.

MONS 156895

H20493(F) (TEXT) 11/72

**NON-PREMIUM ENDORSEMENT**Endorsement No. **8**

Issued by — (Type in full name of Insuring Company)

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9329356</b>		NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-80</b>	DATE PREPARED <b>11-6-80 ms</b>	POLICY EXPIRATION <b>4-1-81</b>	
PRODUCER <b>Thomas E. Sears</b>		PRODUCER NO.—OPC <b>25513 041</b>	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that Endorsement No. 3 is eliminated from the policy.

  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FM 4/77

**MONS 156896**



MAY 15 1980

## NON-PREMIUM ENDORSEMENT

Endorsement No. 7

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED	
HEC 9329356	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
4-1-80	5-14-80 ms	4-1-81
PRODUCER	PRODUCER NO. - OPC	
Thomas E. Sears, Inc.	25513 041	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that Item 2 of the Policy Declarations, PRIMARY OR UNDERLYING INSURANCE-DESCRIPTION OF COVERAGE, is amended to read as follows:

\$140,000,000.00 Umbrella Liability provided by various insurance companies following the same terms, conditions and exclusions of the Various London Companies lead Umbrella Policy Cover Note No. SD5023(C)/UMAO233 which is excess of various Primary insurances as provided on file with Company.

It is further agreed Item 3. of the Policy Declarations, EXCESS COVERAGE AFFORDED BY THIS POLICY, is amended to read as follows:

\$2,000,000.00 P/O \$40,000,000.00 Personal Injury and/or Property Damage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Various London Companies Cover Note No. SD5023(C) UMAO233 and excess of the limits set forth in Item 2 above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H21300FH 4/77

MONS 156897

**Endorsement #6**

GU 8479a  
(Ed 10-59)

**A&G 661a  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement, effective **4-1-80** (12:01 A.M., standard time), forms a part of policy No. **HEC 9329356**

issued to **Monsanto Company**  
by **The Home Insurance Company**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material.

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

H30150(F)

Authorized Representative

**MONS 156898**

**CONTAMINATION AND POLLUTION  
ENDORSEMENT**

Endorsement No.

**5**

Issued by -

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9329356</b>	NAMED INSURED <b>Monsanto Company</b>
EFFECTIVE DATE <b>4-1-80</b>	DATE PREPARED <b>4-10-80 ms</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>	PRODUCER NO. - OPC <b>25513 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that such insurance as is afforded by this policy does not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H28878 PH 5/77

**MONS 156899**



## NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC 9329356</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-80</b>	DATE PREPARED <b>4-10-80 ms</b>	POLICY EXPIRATION <b>4-1-81</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>		PRODUCER NO.-OPC <b>25513 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products; Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprienate; Benzestrol; Hexestrol; Domestrol; Fonatol; Neon-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin".

It is further agreed that with respect to Policy Condition No.1, line 4 of Maintenance of Underlying Insurance which begins" . . . reduction of the aggregate limits . . . ." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprienate; Benzestrol; Hexestrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol Hi-Bestrol; Estrosy; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FM 4/77

MONS 156900



## NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by - (Type in full name of Insuring Company)

## The Home Insurance Company

POLICY NUMBER <b>HEC 9329356</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-80</b>	DATE PREPARED <b>4-10-80 ms</b>	POLICY EXPIRATION <b>4-1-81</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>		PRODUCER NO.-OPC <b>25513 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The word "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FH 4/77

MONS 156901



**NON-PREMIUM ENDORSEMENT**Endorsement No. **2**

Issued by — (Type in full name of Insuring Company)

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9329356</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-80</b>	DATE PREPARED <b>4-10-80 ms</b>	POLICY EXPIRATION <b>4-1-81</b>
PRODUCER <b>Thomas E. Sears, Inc.</b>		PRODUCER NO.—OPC <b>25513 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

**Excess Fidelity Insurance**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FM 4/77

**MONS 156902**



## NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED	
HEC 9329356	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
4-1-80	4-10-80 ms	4-1-81
PRODUCER	PRODUCER NO.—OPC	
Thomas E. Sears, Inc.	25513 041	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that Condition 5., Termination, as shown in the Policy Text, is amended in part so that the term "30 days" as shown therein is amended to:

"60 Days"

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FM 4/77

MONS 156903

JUN 15 1980



PACIFIC EMPLOYERS INSURANCE COMPANY, LOS ANGELES, CALIFORNIA

## CERTIFICATE OF EXCESS INSURANCE

## DECLARATIONS

Item 1.  
Name of ☐  
Insured — Monsanto Company, et al  
800 North Lindbergh Boulevard  
Item 2. St. Louis, Missouri 63166  
Address — ☐

xcc 00 33 25

Item 3. Certificate Term — From: April 1, 1980  
To: April 1, 1981  
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

<u>Primary Carriers</u>	<u>Policy Numbers</u>	<u>Policy Periods</u>
Various Carriers	Various	4/1/80-81

Item 5. Description of Primary Insurance — Umbrella Liability  
\$140,000,000.

Item 6. Description of Excess Insurance — Excess Umbrella Liability  
\$5,000,000. part of \$40,000,000.

Item 7. Premium — \$5,000. Flat

THOMAS E. SEARS • INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Item 8. attached hereto and made a part hereof:  
No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

LD-6898 PTD. IN U.S.A.

MONS 156904

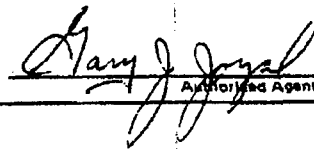
**INA**

MAY 2 1980

Named Insured <b>MONSANTO COMPANY, et al</b>			Endorsement Number <b>#2</b>
Policy Symbol <b>XCC</b>	Policy Number <b>00 33 25</b>	Policy Period <b>4/1/80-81</b>	Effective Date of Endorsement <b>4/1/80</b>
Issued By (Name of Insurance Company) <b>PACIFIC EMPLOYERS INSURANCE COMPANY</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED  
THAT THE NOTICE OF CANCELLATION BE AMENDED TO 60 DAYS IN LIEU OF 45 DAYS.



Authorized Agent

CC-IE15 Ptd. in U.S.A.

ORIGINAL

MONS 156905

## ENDORSEMENT #1


**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
 (Broad Form)

## Named Insured

MONSANTO COMPANY, et al

## Effective

4/1/80-81

## Policy No.

XCC 00 33 25

## Issued by (Name of Insurance Company)

PACIFIC EMPLOYERS INSURANCE COMPANY, INC.

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS  
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,  
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

It is agreed that:

## I. The policy does not apply:

## A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

## B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

## C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

## II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

*Larry J. Jozay*  
Authorized Agent

This is a certificate of excess insurance issued by PACIFIC EMPLOYERS INSURANCE COMPANY (herein called PEIC) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

B. NOW, this certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.

C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, PEIC shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but PEIC shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve PEIC, in which event the Insured and PEIC shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of PEIC without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and PEIC, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, PEIC will indemnify the Insured for such payment, or, PEIC will, upon request of the Insured, pay such amount to the claimant

on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.

D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.

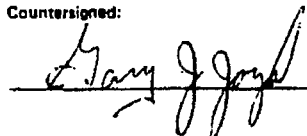
E. PEIC shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

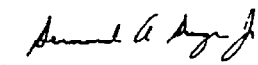
F. This certificate may be canceled by the Insured by surrender thereof to PEIC or any of its authorized agents, or by mailing to PEIC written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this certificate, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by PEIC by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by PEIC shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining PEIC's liability for loss in excess of the aggregate limits, where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, PACIFIC EMPLOYERS INSURANCE COMPANY has caused this certificate to be signed by its President and Secretary at Los Angeles, California and countersigned by a duly authorized agent of the company.

Countersigned:

  
Agent

  
BERNARD A. BUGÉ, JR., President

  
DENNIS C. POULSEN, Secretary

LD-8897 Ptd. in U.S.A.

MONS 156907

## EXCESS LIABILITY POLICY

HEC — 9 32 92 06

## THE HOME INSURANCE COMPANY

— Manchester, New Hampshire —

STOCK COMPANY



BOSTON OFFICE MASSACHUSETTS

## ITEM 1. Insured's Name and Mailing Address

Monsanto Company  
800 N. Lindbergh Blvd.  
St. Louis, Missouri 63166

One  
Years

THOMAS E. SEARS · INC.

INSURANCE

PARK SQUARE BUILDING  
51 ST. JAMES AVENUE  
BOSTON, MASS. 02116

6-14-78 BS

4-1-78  
Inception (Mo. Day Yr.)

4-1-79  
Expiration (Mo. Day Yr.)

12:01 A.M. Standard Time at the address of the Named Insured as stated herein

## ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE

\$98,000,000.00 Umbrella Liability provided by various Insurance Companies following the same terms, conditions and exclusions of the Underwriters at Lloyds of London lead Umbrella policy Cover Note No. (To Be Advised) which is excess of various primary insurances as provided on file with the Company.

## ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

\$5,000,000.00 P/O \$33,500,000.00 Bodily Injury and/or Property Damage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Underwriters at Lloyd's of London Policy cover Note No. (To Be Advised) and excess of the limits set forth in Item 2. above.

## ITEM 4. PREMIUM

\$15,000.00

In Witness Whereof, the said THE HOME INSURANCE COMPANY, has caused these Presents to be signed by its President and attested by its Secretary at its Executive Office located in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

*Joseph F. Zinner* Secretary

*R. H. Tuller Jr.* President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

*E. W. Dickman* J.P.

DATE

H9735/F13/74

MONS 155168

## EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

### DEFINITIONS

- 1 **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
- 2 **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

### CONDITIONS

- 1 **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.  
  
This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- 2 **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.  
  
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
- 3 **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- 4 **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- 5 **TERMINATION.** The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

*In Witness Whereof*, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company

MONS 155169

H20493(F) (TEXT) 11/72





## NON-PREMIUM ENDORSEMENT

Endorsement No. 6

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HRC 9329206

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

7/14/78

DATE PREPARED

8/10/78

PRODUCER

Thomas &amp; Stevens

PRODUCER NO. -OPC

22700-041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that Condition 5, termination, as shown in the policy text, is amended in part so that the term "30 days" as shown therein is amended to:

"60 days"

SIGNATURE OF AUTHORIZED REPRESENTATIVE

MONS 155170

H 22300 (FM) 7/73

Endorsement #5

GU 8679a  
(Ed. 10-59)A&G 661a  
**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(BROAD FORM)This endorsement, effective **4-1-78** (12:01 A. M., standard time), forms a part of policy No **HEC9329206**issued to **Monsanto Company**by **The Home Insurance Company**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

  - (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

H301501P1

Authorized Representative

MONS 155171



## NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC9329206

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

4-1-78

DATE PREPARED

6-14-78

PRODUCER

Thomas &amp; Stevens

PRODUCER NO. -OPC

22700-041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Dipropionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestrinol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins "..... reduction of the aggregate limits ....." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Dipropionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestrinol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MONS 155172



## NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC9329206

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

4-1-78

DATE PREPARED

6-14-78 BS

PRODUCER

Thomas & Stevens

PRODUCER NO -OPC

22700-041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land or the atmosphere, but this exclusion does not apply if such discharge, dispersal release or escape is sudden and accidental.

It is further agreed that the insurance does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any water-course or body of water.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

M 22300 (FH) 7/73

MONS 155173



## NON-PREMIUM ENDORSEMENT

Endorsement No. 2

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC9329206

NAMED INSURED

Monsanto Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

4-1-78

DATE PREPARED

6-14-78 BS

PRODUCER

Thomas & Stevens

PRODUCER NO. -ORC

22700-041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The words "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MONS 155174

**NON-PREMIUM ENDORSEMENT**

Endorsement No. 1

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC9329206</b>	NAMED INSURED <b>Monsanto Company</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-78</b>	DATE PREPARED <b>6-14-78 BS</b>
PRODUCER <b>Thomas &amp; Stevens</b>	PRODUCER NO. - CPC <b>22700-041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

**Excess Fidelity Insurance**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (PH) 7/73

MONS 155175

EXCESS LIABILITY POLICY	
<p>HEC — 9 32 92 87</p> <p style="text-align: center; font-size: 1.2em;"><b>THE HOME</b> INSURANCE COMPANY</p> <p style="text-align: center; font-size: 0.8em;">STOCK COMPANY</p> <p style="text-align: center; font-size: 0.8em;">— Manchester, New Hampshire —</p>	<div style="text-align: right; font-size: 0.8em;">BOSTON OFFICE MASSACHUSETTS</div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center; font-weight: bold;">THOMAS E. SEARS · INC.</p> <p style="text-align: center; font-weight: bold;">INSURANCE - REINSURANCE</p> <p style="text-align: center; font-size: 0.8em;">JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02110</p> </div>
<p>ITEM 1. Insured's Name and Mailing Address</p> <p><b>Monsanto Company</b> 800 N. Lindbergh Blvd. St. Louis, Missouri</p>	<p style="text-align: center; font-size: 0.8em;">One Years</p>
<p>4-1-79                      4-1-80</p> <p style="font-size: 0.8em;">Inception (Mo. Day Yr.)      Expiration (Mo. Day Yr.)</p> <p><b>12:01 A.M.</b>      Standard Time at the address of the Named Insured as stated herein</p>	<p>ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE</p> <p><b>\$100,000,000.00 Umbrella Liability provided by various Insurance Companies following the same terms, conditions and exclusions of the Underwriters at Lloyd's of London lead Umbrella Policy Cover Note No. SD3025 (C) UKLO644 which is excess of various primary insurances as provided on file with the Company.</b></p>
<p>ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY</p> <p><b>\$5,000,000.00 P/O \$40,000,000.00 Bodily Injury and/or Property Damage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Underwriters at Lloyd's of London Policy Cover Note No. SD3025 (C)/UKLO644 and excess of the limits set forth in Item 2 above.</b></p>	
<p>ITEM 4. PREMIUM</p> <p style="text-align: center; font-size: 1.2em;"><b>\$12,000.00</b></p>	
<p style="font-size: 0.8em;">In Witness Whereof, the said THE HOME INSURANCE COMPANY, has caused these Presents to be signed by its President and attested by its Secretary at its Executive Office located in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p style="font-size: 0.8em;">Joseph F. Quinn Secretary</p> </div> <div style="width: 45%;"> <p style="font-size: 0.8em;">R. H. Tuller, Jr. President</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: 0.8em;">COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)</p> <p style="font-size: 0.8em;"><i>[Signature]</i></p> </div> <div style="width: 35%;"> <p style="font-size: 0.8em;">DATE</p> <p style="font-size: 0.8em;">6/13/71</p> </div> </div> <p style="font-size: 0.8em; margin-top: 5px;">HB7351F13/74</p>	

MONS 155863

## EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows.

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy

### DEFINITIONS

1. **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
2. **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

### CONDITIONS

1. **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.  
  
This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
2. **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.  
  
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
3. **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
4. **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
5. **TERMINATION.** The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

*In Witness Whereof*, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company.

MONS 155864

H2D493(F) (TEXT) 11/72



HOME

## NON-PREMIUM ENDORSEMENT

Endorsement No. 7

Issued by -- (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC9329287</b>	NAMED INSURED <b>Monsanto Company</b>	POLICY EXPIRATION <b>4-1-80</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>6-28-79 dh</b>	PRODUCER NO.-OPC <b>2800-047</b>
PRODUCER <b>Thomas E. Sears</b>		

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Policy Declarations, PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERAGE, is amended to read as follows:

\$100,000,000.00 Umbrella Liability provided by various Insurance Companies following the same terms, conditions and exclusions of the Various London Companies lead Umbrella policy cover note No. SD3025 (C) UKLO644 which excess of various primary insurances as provided on file with the company.

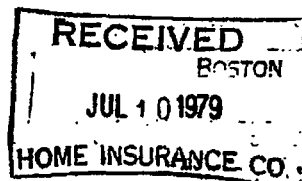
It is further agreed that Item 3 of the Policy Declarations, EXCESS COVERAGE AFFORDED BY THIS POLICY, is amended to read as follows:

\$5,000,000.00 P/O \$40,000,000.00 Personal Injury and/or Property Damage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Various London Companies Cover Note No. SD3025 (C) UKLO644 and excess of the limits set forth in Item 2 above.


  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

HEC9329287 4/79

MONS 155865



**MONS 155866**

Endorsement #6

GU 86-7a  
(Ed. 10-59)A&G 441a  
**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(BROAD FORM)This endorsement, effective **4-1-79**, forms a part of policy No. **HEC 9329287**  
(12:01 A. M., standard time)issued to **Monsanto Company**  
by **The Home Insurance Company**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

H30150(F)

Authorized Representative

MONS 155867



## NON-PREMIUM ENDORSEMENT

Endorsement No. 5 Revised

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company		
POLICY NUMBER	NAMED INSURED	
HEC9329287	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
4-1-79	4-25-79 dh	4-1-80
PRODUCER	PRODUCER NO.-OPC	
Thomas E. Sears	2800-041	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethylstilbestrol or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Dipropriionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins ".... reduction of the aggregate limits....." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethylstilbestrol or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Dipropriionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300PH 4/77

MONS 155868



## NON-PREMIUM ENDORSEMENT

Endorsement No. 5

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC 9329287</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>4-25-79mbs</b>	POLICY EXPIRATION <b>4-1-80</b>
PRODUCER <b>Thomas E. Sears</b>		PRODUCER NO.-OPC <b>2800 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products: Estroben; Cyren A; Dienestrol; Promethestrol; Dipropionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestrinol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins ".... reduction of the aggregate limits....." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estroben; Cyren A; Dienestrol; Promethestrol; Dipropionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestrinol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22500PH 4/77

MONS 155869



## NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC 9329287</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>4-25-79mbs</b>	POLICY EXPIRATION <b>4-1-80</b>
PRODUCER <b>Thomas E. Sears</b>		PRODUCER NO.-OPC <b>2800 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The word "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H21300PH 4/77

MONS 155870



## NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER <b>HEC 9329287</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>4-26-79mbs</b>	POLICY EXPIRATION <b>4-1-80</b>
PRODUCER <b>Thomas E. Sears</b>		PRODUCER NO.-OPC <b>2800 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land or the atmosphere, but this exclusion does not apply if such discharge, dispersal release or escape is sudden and accidental.

It is further agreed that the insurance does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any water-course or body of water.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H21200FM 4/77

MONS 155871

**NON-PREMIUM ENDORSEMENT**Endorsement No. **2**

Issued by — (Type in full name of Insuring Company)

**The Home Insurance Company**

POLICY NUMBER <b>HBC 9329287</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>4-25-79mba</b>	POLICY EXPIRATION <b>4-1-80</b>
PRODUCER <b>Thomas E. Sears</b>		PRODUCER NO.—GPC <b>2800 041</b>

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

**Excess Fidelity Insurance**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22006PH 4/77

**MONS 155872**



**NON-PREMIUM ENDORSEMENT**

Endorsement No. 1

Issued by — (Type in full name of Insuring Company)

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9329287</b>	NAMED INSURED <b>Monsanto Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>4-1-79</b>	DATE PREPARED <b>4-25-79abs</b>	POLICY EXPIRATION <b>4-1-80</b>
PRODUCER <b>Thomas E. Sears</b>	PRODUCER NO.—OPC <b>2800 041</b>	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that Condition 5, Termination, as shown in the Policy Text, is amended in part so that the term "30 days" as shown therein is amended to:

"60 days"

SIGNATURE OF AUTHORIZED REPRESENTATIVE

W22800PM 4/77

MONS 155873